

A.G. Contract No.: KR05-0811TRN
ECS File No.: JPA 05-034
Project No.: TEA-060-D (010) A
Section: US 60
Project: Sidewalks
TRACS No.: H6590 01C
Budget Source Item No.: 75006,
70706, 73306

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MIAMI

THIS AGREEMENT is entered into this date October 13, 2005, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF MIAMI, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. Congress has authorized appropriations for, but not limited to, the twelve eligible categories of transportation enhancement activities.
4. The State and the Town desire to participate in the design, construction and maintenance of widening a portion of west bound US 60 between Milepost (MP) 244.62 – 244.71, to include approximately 8-10 parking spaces (District Minor Funds), installation of a new sidewalk, chain link fence, new pedestrian lighting, two shade ramadas, two signs, sod and one tree (Enhancement Funds), hereinafter referred to as the "Project". The State will design and construct and the Town will maintain the Project, in an estimated amount of \$315,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27785
Filed with the Secretary of State
Date Filed: 10-13-05

Janice K. Shaw
Secretary of State

By: [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Submit a program to the federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for construction.

b. Construct the Project approved by FHWA, if such funds are available for construction. Be the designated authorized agent with the consent of the Town and the FHWA and proceed to advertise for, receive and open bids with the aid and consent of the Town and the FHWA. Enter into a contract(s) with a firm(s) to whom the award is made with the concurrence of the FHWA. Enter into a Project Agreement with FHWA on behalf of the Town to perform, complete, accept and pay for in accordance with instructions and requirements of the Town and the Arizona Department of Transportation. Request the maximum Federal funds available including construction, engineering and administration costs.

c. Prepare plans, specifications and an estimate for the Project and will submit them to the Town for comments as appropriated. The Project will be constructed by the State using State and Federal funds.

d. Not be obligated to maintain the Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The Town shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Be obligated to incur the cost increase of said work due to unforeseen conditions or circumstances required by a change in the extent or Scope of the Work called for by the Town, in this Agreement; any such changes require the prior approval of the State.

c. Upon completion of the Project, provide for at its own cost and as an annual item in its budget, perpetual and proper maintenance to the Project and all enhancement improvements, repainting pavement markers in the parking area, maintaining new sidewalk and chain link fence, ensuring pedestrian lighting is functioning, bulbs are replaced as needed, and keeping sod, signs and ramadas in a condition as designed including but not limited to electrical energy, water and landscape care.

d. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

II. MISCELLANEOUS PROVISIONS

1. The terms conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. However, any provisions for maintenance, electrical power and water provided by the Town shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 121-1-12213) and all applicable Federal regulations under the Act including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".
7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:
- | | |
|---|---------------------|
| Arizona Department of Transportation | Town of Miami |
| Joint Project Administration | Attn: Town Clerk |
| 205 S. 17 th Avenue – Mail Drop 616E | 500 Sullivan Street |
| Phoenix, AZ 85007 | Miami, AZ 85539 |
| (602) 712-7525 | (928) 473-4403 |
9. Pursuant to Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF MIAMI**STATE OF ARIZONA**

Department of Transportation

By 
PAUL P. LICANO
Mayor

By 
SUSAN TELLEZ
for Contract Administrator

ATTEST:

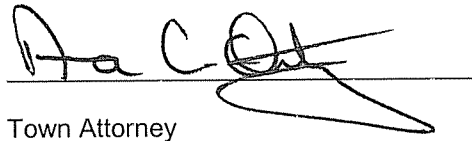
By 
ROBERT MAWSON
Clerk

JPA 05-034

APPROVAL OF THE TOWN OF MIAMI

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF MIAMI, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 12th day of September, 2005.


Town Attorney

**SPECIAL MEETING OF
THE MAYOR AND COMMON COUNCIL OF
THE TOWN OF MIAMI**

**Held: August 29, 2005 at the
Miami Town Council Chambers
500 Sullivan Street, Miami, Arizona**

I. CALL TO ORDER

Mayor Paul P. Licano called the meeting to Order at 6:33 PM

II. PLEDGE OF ALLEGIANCE / INVOCATION

Mayor Licano led the Pledge of Allegiance. Council member Robert Baeza offered the Invocation.

III. ROLL CALL

The following members of the Town Council were present, at roll call: Mayor Paul P. Licano, Vice-Mayor Ray Webb, Council members Robert Baeza, Kathe Quinn and Marlene Tiede. Council member Dan Hernandez arrived immediately following the roll call. Council member Tena notified the Town Manager that he would be out of Town.

The following Town staff members were also present: Town Attorney Anna Ortiz, Town Manager Robert Mawson and Senior Clerk Pat Nock

IV. CONSENT AGENDA

A. No business was scheduled or conducted under this item.

V. APPROVAL OF MINUTES / DEMANDS

A. No business was scheduled or conducted under this item.

VI. REPORTS BY DEPARTMENT HEADS / COMMITTEES

A. Town Manager Robert Mawson provided a brief review of his written report.

VII. CALL TO THE PUBLIC

Mayor Licano opened the floor for Call to the Public. No one requested time to address the Council so Mayor Licano moved to the next agenda item..

VIII. UNFINISHED BUSINESS

A. No business was scheduled or conducted under this item.

IX. NEW BUSINESS

- A. Town Manager Robert Mawson requested approval of the Intergovernmental Agreement between the Town of Miami and the Arizona Department of Transportation Intermodal Division for the purpose of providing 8 to 10 new parking spaces and associated improvements, in front of the Town Park on U.S. Highway 60. The total estimated cost of the project is estimated at \$315,000.00 and will be provided by ADOT. The Town of Miami will assume all future maintenance of the facilities once completed. Some concern was expressed by Council member Hernandez and others about the on-going maintenance and the need to take care of what we have now as well. Town Manager Robert Mawson assured the Council that maintenance efforts would improve and this project would be taken care of as well. The Council also concurred with an earlier Council's decision to move the historic WWII cannon from the highway 60 location to it's original setting in the island near Bullion Plaza. Council member Kathe Quinn made a motion to approve the request. Council member Marlene Tiede seconded the motion. The motion passed unanimously (6-0).
- B. Town Manager Robert Mawson requested approval of the Intergovernmental Agreement between the Town of Miami and the Arizona Department of Corrections for the purpose of retaining an inmate labor pool to provide support personnel for various departments within the Town of Miami. This is a renewal of an agreement that has been in place for several years. Council member Kathe Quinn made a motion to approve the request. Council member Robert Baeza seconded the motion. The motion passed unanimously (6-0).
- C. Town Manager Robert Mawson presented a short history of the Method of Distribution utilized to provide Community Development Block Grant Funds from the Central Arizona Association of Governments Regional Account to participating Counties, Cities and Towns. He pointed out that although the method of distribution has varied over the years, for the past several years the funds were equally distributed among all partners. However, over the past year some of the larger cities and towns have questioned the method and recommended distribution based on overall population. In addition, Pinal County has been exploring the option of going entitlement, which would allow them to receive funding directly and take responsibility for distributing the funds to all entities within Pinal County. Both these issues triggered several exploration and negotiation meetings among representatives of the Regional Governments. The end result was a compromise that provided all partners with a base funding level of \$130,000.00 and then distributing the remaining funds (approximately \$400,000.00) according to Low-Moderate population figures or percentages. Following some discussion the Town Council voted to support the base amount plus distribution of the remaining funds by low-mod population percentages. They also supported the idea of partnering with the Town of Superior over a two year period with the Town of Miami taking the first year funding and Superior taking the second year funding for both entities (as requested by Town of Superior representatives). This would provide the Town of Miami with over \$265,000.00 in FY 06 CDBG funds. Both issues were addressed in a single motion by Council member Marlene Tiede and seconded by Council member Quinn. The vote was unanimous (6-0).
- D. Vice Mayor Ray Webb requested the Town Council approve the placement of a small (5'x5') roll crusher, donated by Mr. McKusick, in the front lawn of the Bullion Plaza Cultural Center and Museum. The crusher would be moved and installed as an Eagle Project by Carl Teague of Boy Scout Troop 101. Council member Robert Baeza made a motion to approve, which was seconded by Council member Dan Hernandez. The vote was unanimous (6-0).

- E. Town Manager Robert Mawson requested that the Council proclaim the month of September 2005 as Hispanic Heritage Month. Several events celebrating the Hispanic culture are taking place in the community during this time, including the Town sponsored Fiesta de Libertad to be held on September 17, 2005 in the Miami Memorial Park. Vice Mayor Ray Webb made a motion to approve the proclamation with Council member Robert Baeza providing the second. The motion passed unanimously (6-0)

X. ADJOURNMENT

There being no further business before the Council, Council member Kathe Quinn made the motion to adjourn. Council member Robert Baeza seconded the motion. The motion passed unanimously (6-0). Mayor Licano then adjourned the meeting at approximately 7:45 PM

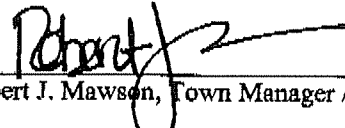


Paul P. Licano, Mayor

ATTEST:

I hereby certify that the foregoing minutes are a true and correct copy of the Council Meeting held on August 29, 2005 in the Town of Miami. I further certify that the meeting was duly noticed, called & held and that a quorum of the Council was present.

Dated this 12 day of September, 2005



Robert J. Mawson, Town Manager / Interim Town Clerk